TOWN OF HAMPTON INVITATION TO BID

The Town of Hampton, acting through its Town Manager, in accordance with the provisions of New Hampshire Revised Statutes Annotated Chapter 37, Section 6 and the provisions of the Town of Hampton Purchasing Policy and Purchase Procedures, will accept sealed bid prices on the following bid:

2010-044 Cationic Polymer

All bids must be submitted in accordance with the bid specifications and all requested information must be supplied. Failure to comply will be reflected in the evaluation of the bids.

The bid specifications for the above services and/or products are available in the Town Manager's office located at 100 Winnacunnet Road, Hampton, New Hampshire and on the Town Website at www.hamptonnh.gov

Sealed bids will be received until 2:30 PM on Tuesday, November 30, 2010 at the Town Manager's office.

Sealed bid envelopes must clearly be marked "2010-044 Cationic Polymer".

If further information is necessary, please contact Steven Aslin, WWTP Superintendent, at (603) 929-5929.

Frederick Welch Town Manager

TOWN OF HAMPTON

GENERAL INFORMATION

The Town of Hampton, acting through its Town Manager, in accordance with the provisions of New Hampshire Revised Statutes Annotated Chapter 37, Section 6 and the provisions of the Town of Hampton Purchasing Policy and Purchase Procedures, will accept sealed bid prices on the following bid:

2010-044 Cationic Polymer

I. INTENT

The intent of this bid is to purchase Cationic Polymer for use at the Hampton Wastewater Treatment Plant. The Town of Hampton's Public Works Department will review all submittals based on specifications, cost, and references.

II. SPECIFICATIONS

The Town will accept only dry product compatible with U.S. Filter Stranco polyblend unit. The product shall meet operational standard for both the Fournier press and the rotary drum thickener.

A. At .25% solution the product must produce a minimum of 27% solids at the press and 85% capture rate at the thickener.

III. DURATION

Contract will be for a two (2) year period beginning January 1, 2011.

IV. SCOPE OF WORK

- A. Before submitting a bid, vendor shall perform bench tests, with his own equipment, to determine the optimum product of choice for plant conditions and shall promptly supply a written report on the results of such testing. Vendor's bid shall include an estimate for the following parameters:
 - -- cost/pound of polymer;
 - -- pounds of polymer/dry ton of sludge dewatered;
 - -- polymer cost per dry ton of sludge dewatered.
- B. At a minimum three (3) vendors will be selected to supply, at no cost to the Town, sufficient polymer to dewater for a sixteen (16) hour test period. Vendors shall test on-site during the trial and supply written results of the trial showing:
 - -- sludge feed rate
 - -- dilute polymer feed rate
 - -- % solids in dilute polymer solution
 - -- % solids in feed
 - -- % solids in filtrate
 - -- % solids in cake
 - -- capture rate

-- polymer cost-dry ton of sludge dewatered.

Separate calculations shall be submitted for both pieces of equipment.

C. The polymer which gives the lowest cost per dry ton of sludge dewatered while maintaining equipment performance, cake quality and maximum solids content, will be considered the winning quote, and the supplier will be awarded the contract.

V. VERIFICATION OF TESTING

The above testing must be witnessed and verified by the Chief Operator.

VI. AMOUNT / DELIVERY

Approximately 300, 50-lb. bags per year of product, to be delivered in three to four shipments to the Wastewater Treatment Plant, One Hardardt's Way, Hampton, New Hampshire. Arrangements to be made after award of bid. The price per pound shall include freight costs of the product delivered to the Hampton Wastewater Treatment Plant.

VII. INSURANCE

The following shall be considered minimum standards for insurance required to perform the work or services provided in the Town of Hampton:

The successful bidder shall submit to the Town of Hampton Insurance Certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after 10 days written notice has been received by the Town of Hampton."

The insurance required under this bid shall provide adequate protection for the successful bidder and any subcontractors employed by the successful bidder against damage claims, which may arise from work under the awarded contract, whether such work be by the insured or by anyone employed by him, and also against any of the specialty hazards which may be encountered in the performance of the contract as enumerated in the supplementary general conditions.

In accepting the awarded contract, the successful bidder agrees to hold harmless and indemnify the Town of Hampton and its officers, agents, and employees from any liability arising from the performance of the service or provision of the goods.

The Town shall be named as an additional insured on each insurance policy.

1. General Coverage

To be eligible to be awarded the contract to perform the work required under this bid, each bidder must submit a current certificate of insurance for General Liability; Automobile Liability; Excess Liability; Property (All risk including Theft & Fire); Contractual Liability from a company licensed to issue such insurance in the State of New Hampshire in the following amounts which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Each Occurrence \$1,000,000.00 General Aggregate \$2,000,000.00

2. Workers Compensation

To be eligible to be awarded the contract to perform the work required under this bid, each bidder must submit a current certification of Workers' Compensation Insurance in accordance with the provisions of New Hampshire Law from a company licensed to issue such insurance in the State of New Hampshire in the following amounts which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Coverage A Statutory
Coverage B \$1,000,000.00

3. Sub-contractor Insurance

In case of any such work sublet, the successful bidder shall require any sub-contractor under the awarded contract to provide the same General Coverage Insurance and Worker's Compensation Insurance as described above for all of the latter's employees that are to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Worker's Compensation Insurance.

In case any class of employees engaged in hazardous work under the awarded contract is not protected under the worker's compensation statue, the successful bidder shall provide or shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees who are not otherwise protected.

4. Cancellation of Insurance

The cancellation of any insurance held by the successful bidder and any sub-contractor under the awarded contract will automatically cancel any contract or bid. Each insurance policy shall contain a provision that the certificates of insurance shall not be altered or cancelled except on 10 days written notice to the Town of Hampton.

VIII SUB-CONTRACTORS

All sub-contractors as used by the successful bidder must comply with all of the requirements of the bid and contract requirements as contained herein. Satisfactory proof or compliance of the specifications of the bid and contract requirements must be furnished to the Town prior to any sub contractor performing any work under the awarded contract.

IX. BID REQUIREMENTS

The bidder is expected to carefully examine the proposed scope of work, specifications, special provisions, and contract forms before submitting a bid. Failure to do so will not relieve a successful bidder of his obligation to furnish all equipment and labor necessary to carry out the provision of this contract. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination of the proposed scope of work, plans, bid, etc., and is familiar with the conditions to be encountered in performing the work and to the requirements of the scope of work, specifications, special provisions, and contracts.

All bid submittals must contain the attached "Form of Bid". All blanks are to be filled in and returned with this complete set of papers to the Town Manager.

All bidders shall specify on the bid form the price cost as identified in the above specification and scope of work in <u>both words and figures</u>. All words and figures shall be written in ink. In case of a discrepancy between the words and the figures, the written word shall govern.

All bid submittals shall contain one (1) original and two (2) copies of the completed bid package.

Lack of experience on the part of the bidder may be grounds for disqualification.

The bid Package shall include at a minimum:

- 1. This entire document including all attachments
- 2. Bid Form
- 3. Summary of Test Results
- 4. Proof of Insurance
- 5. References (Minimum of three (3) shall be submitted)

It shall be the responsibility of potential bidders to determine prior to the deadline for bid submission, whether there have been any addenda distributed and/or any additional information that may be required in order to submit their bids.

X. BIDDER REQUIREMENTS

The successful bidder will pay for any permits, licenses and certificates required to perform the work and/or services or products delivered that are required by any law or regulation.

XI. REFERENCES

The Bidder shall provide at least three references providing testimony to the proposed product. Bidder shall specify the length of time in service as an authorized dealer for the product being proposed.

XII. LAWS, PERMITS AND LICENSING

It is the successful bidder's responsibility to adhere to and comply with all federal, state and local laws, regulations, and codes as well to all standards and practices relating to the work being performed and/or services or products delivered. In addition, it is the successful bidder's responsibility to procure and keep in effect any and all licenses, permits, notifications or other regulatory requirements relating to the work to be performed and/or services or products delivered.

XIII. INDEMNIFICATION

In accepting the awarded contract, the successful bidder agrees to hold harmless and indemnify the Town of Hampton and its officers, agents, and employees from any liability arising from the work to be performed and/or services or products delivered.

XIV. RECEIPT OF BID

Sealed bids will be received until 2:30 PM on Tuesday, November 30, 2010 at the Town Manager's office.

Sealed bid envelopes must clearly be marked "2010-044 Cationic Polymer".

The Town of Hampton acting through the Town Manager and or the Board of Selectmen reserves the right to reject any or all bids, to award any bids, to waive any informality on bids received, and to omit any item or items as it may deem to be in the best interest of the Town.

The bidder may withdraw his/her proposal, given the request is in writing and in the hands of the Town Manager before the time of opening bids. Such proposal will be returned unread.

All bids submitted shall be held firm and not withdrawn for 90 days from bid opening.

XV. AWARD

Before making its award the Town shall consider the product that best serves the processing needs and financial interests of the Town including: cost per dry ton, percentages solids of sludge cake, comparative product costs and transport/tipping fees.

The decision of the Town Manager and/or the Board of Selectmen shall be final.

XVI. PAYMENT

Payment will be made within thirty (30) days of receipt of bill.

XVII. POSTING OF BIDS

All Bids are posted on the Town Website at www.hamptonnh.gov. All potential bidders are requested to inform the Town of Hampton by email at inquries@town.hampton.nh.us that they have obtained the bidding documents from the Town's Website. Please provide your name, address, phone number, and email address. This will enable the Town of Hampton to forward any addenda distributed and/or additional information that may be required for compliance with the bid submittal to these potential bidders.

XVIII. FAXED BIDS/EMAILED BIDS

No faxed or emailed bids will be permitted. If a bid is received in either manner, it will be destroyed upon receipt.

XIX. PURCHASING POLICY APPLIES

The Town of Hampton's Purchasing Policy and Purchase Procedures apply to any bids received hereunder.

All disputes shall be decided under the laws of the State of New Hampshire.

TOWN OF HAMPTON BID FORM

2010-044 Cationic Polymer

Town Manager 100 Winnacunnet Road Hampton, NH 03842

In accordance with the specifications, the undersigned hereby submits the following bid: Pounds of polymer per dry ton of sludge dewatered: Weight in figures: ______ pounds Weight in words: pounds Cost to Town: Per pound of polymer delivered: Year 2011 Cost in figures: \$ _____ Cost in words: dollars Year 2012 Cost in figures: \$ Cost in words: dollars Per dry ton of sludge dewatered: Year 2011 Cost in figures: \$ _____ dollars Cost in words: Year 2012 Cost in figures: \$ Cost in words: _____ dollars The above prices shall include any and all freight costs, delivery and/or shipping charges to the Wastewater Treatment Facility. The undersigned is submitting this bid without collusion with any other individual or corporation. Name of Bidder Address of Bidder _____

Town of Hampton Bid # 2010-044 Cationic Polymer

City, State and Zip Code of Bidder
Business Telephone of Bidder
Business Fax Telephone Number of Bidder
E-Mail Address of Bidder
Bidders Website Address
Signature of Authorized Person
Date

By signing above you are attesting that you are duly authorized by law to commit the individual, association, partnership, company or corporation to the terms of the bid and resulting contract attached hereto.

Once submitted, all bids must be held firm and not withdrawn for 90 days from the bid opening.